

GARFIELD WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

512 247-2139

P O Box 1338, Del Valle TX 78617

Please Print

Date: _____

APPLICANT'S NAME _____

CO-APPLICANT'S NAME _____

WATER SERVICE ADDRESS:

OWNERS BILLING ADDRESS:

PHONE NUMBER - Home (____) ____ - ____ Cell/Work (____) ____ - ____

PROOF OF OWNERSHIP PROVIDED BY _____

DRIVER'S LICENSE NUMBER OF APPLICANT _____

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring Membership)

PROPERTY USE: (Please check one)

RESIDENCE RENTAL COMMERCIAL AGRICULTURAL

RESIDENCE/RENTAL IS A MANUFACTURED HOME: YES NO

ACREAGE _____ HOUSEHOLD SIZE _____

NUMBER IN FAMILY _____ LIVESTOCK & NUMBER _____

SPECIAL SERVICE NEEDS OF APPLICANT: _____

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

White Black American Indian Hispanic Asian Other (Specify) Female Male

AGREEMENT made this ____ day of _____, 2____, between Garfield Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the corporation) and _____, (hereinafter called the Applicant and/or Member),

Witnesses:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time, service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
 - 1) A new water system or
 - 2) Expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

Manufactured Home Rental Communities. Effective September 1, 1999, Section 232.007 of the Texas Local Government Code prohibits the Corporation from providing water service to a manufactured home rental community, or to a manufactured home in such a community, unless the owner provides the Corporation with a certificate of compliance issued by Travis County that construction of infrastructure within the manufactured home rental community has been completed in accordance with an approved infrastructure development plan. The Corporation will not provide service to an applicant or customer in a manufactured home rental community in violation of the statutory restriction, and will require a copy of a certificate of compliance as a condition of water service to such persons. The Corporation may require evidence from an applicant or customer that the statutory prohibition is not applicable, including by way of example and not in limitation, written confirmation from Travis County. The burden of proof is on the applicant or customer. The Corporation may terminate water service to any customer that receives water service in violation of the statutory prohibition.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections and other undesirable plumbing practices.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices must be in compliance with state plumbing codes.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- f. No plumbing fixture is installed which is not in compliance with a state-approved plumbing code.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable plumbing practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable plumbing practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members, on such forms as are required by the Corporation.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

Witness

Applicant Member

Approved and Accepted

Date Approved

RIGHT-OF-WAY EASEMENT
General Type Easement

RE: PROPERTY ADDRESS: _____

KNOW ALL MEN BY THESE PRESENTS, that (PRINT NAME) _____ (hereinafter called "Grantors"), in consideration paid by Garfield Water Supply Corporation, P. O. Box 1338, Del Valle, Texas 78617 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution line and necessary appurtenances to said pipeline, on, over and across _____ acres of land, more particularly described in instrument recorded in Vol. _____, Page _____, or Doc. # _____ Deed Records, Travis County, Texas, together with the right on ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed. In addition to the 15' permanent easement granted above, Grantor also grants to Grantee a temporary workspace easement which shall not exceed 15' in width. Said 15' wide temporary workspace easement shall run along and parallel to the 15' permanent easement. The 15' temporary workspace easement shall be in effect only so long as the construction and laying of the pipeline is taking place. Once the construction of the pipeline has been completed, the 15' temporary workspace easement shall revert to the sole ownership and control of the Grantors.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantors' premises. The grantor shall inform Grantee, in writing, of any other damage claim arising from Grantee's actions while on Grantor's property. Said written notice for claim of damages must be given within 120 days after the installation of the structures referred to herein on Grantor's property has been completed. The written notice shall describe the damage that has occurred and is a condition precedent to the right to recover. Where a written claim is not timely filed, Garfield Water Supply Corporation shall not be liable for same.

This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said grantors have executed this instrument this ____ day of _____, 2_____.

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledge to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2_____

Notary Public in and for the State of Texas

GARFIELD WATER SUPPLY CORPORATION

INSTALLMENT PAYMENT AGREEMENT

Date _____

By execution of this agreement, the undersigned Member agrees to pay \$2,075.00 down payment and the \$1,900.00 balance of the Capital Recovery and other Fees for water service by his/her choice of Option A or Option B as set forth below:

Any payment less than payment in full will result in an administrative fee of \$300.00 for 30 Month Option A or \$150 for 15 Month Option B.

Option A: Member agrees to pay **\$63.33** per month for **thirty** (30) monthly installments, in addition to the current monthly water service rates, fees and charges as set forth in the Corporation’s Tariff, until the Capital Recovery and other Fees are paid in full. This option results in a total Fee payment of \$1,900.00.

Option B: Member agrees to pay **\$126.67**per month for **fifteen** (15) monthly installments, in addition to the current monthly water service rates, fees, and charges as set forth in the Corporation’s Tariff, until the Fee installments are paid in full. This option results in a total Fee payment of \$1,900.00.

Member agrees to Option _____ for the installment payment agreement.

Failure of the Member to fulfill the terms of this Agreement shall institute Corporation’s disconnection procedures as set forth in the Corporation’s Tariff, should the Member become delinquent by thirty (30) days. This installment agreement is for GWS member account number _____.

Binding Effect and Assignment. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives, including any successor owner of the Property; provided, however, that neither party hereto may assign any rights, powers, duties, or obligations hereunder without the prior written consent of the other party.

Member Signature: _____

GWS Approval: _____

GARFIELD WATER SUPPLY CORPORATION
Standard Application Fees for Water Service
(5/8 Water Meter)
Effective October 8, 2014

Membership fee	\$ 100.00
Installation Fee	\$ 600.00
Equity Buy-In Fee	\$ 3,200.00
New Tap Inspection Fee	\$ 75.00
Total Fees for Standard Service	\$3,975.00

An applicant for Standard Water Service must complete a Garfield Water Supply Corporation's Service Application Form. The type water service requested will be reviewed by the GWS Water Manager to determine if standard water service applies.

The applicant must make payment for service prior to water service being extended by GWS. An Installment Payment Agreement is available with a minimum down payment of \$2075.00 which includes the \$100 membership fee and the \$75 Inspection fee. Monthly payments of \$63.33 for 30 months or \$126.67 for 15 months are the two optional payment plans.

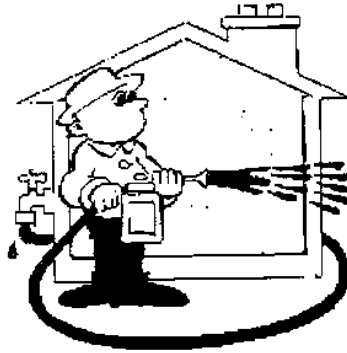
Right-of-Way Easement forms may be required to be completed prior to service. **Only one** residence is allowed per meter and meters must be accessible to GWS personnel. An application requiring **Non-Standard Service** must be evaluated by GWS's engineer to determine requirements and cost of service.

The GWS Tariff contains the rules and regulations that govern our operation. For billing questions, you may contact Misty Perkins at 512 247-2139. For service question contact Charlie Perkins, Water Manager at 247-2139.

Gallons Used Per Billing Period	Gallonage Charge
0 – 10,000 gallons	\$2.75 per 1,000 gallons
10,001 to 20,000 gallons	\$3.00 per 1,000 gallons
20,001 to 30,000 gallons	\$3.50 per 1,000 gallons
30,001 to 50,000 gallons	\$3.75 per 1,000 gallons
50,001 to 150,000	\$4.25 per 1,000 gallons
150,001 and up	\$5.00 per 1,000 gallons

The minimum monthly water fee for Standard Service is \$24.00.

PROTECTING YOUR HOME AGAINST CROSS-CONNECTIONS



Without proper protection devices, something as useful as your garden hose has the potential to poison your home's water supply. In fact, over half of the nation's cross-connections involve unprotected garden hoses.

What is a "cross-connection?"

A cross-connection is a permanent or temporary piping arrangement which can allow your drinking water to be contaminated if a backflow condition occurs.

What is "backflow"?

It's just what it sounds like: the water is flowing in the opposite direction from its normal flow. With the direction of flow reversed, due to a change in pressures, backflow can allow contaminants to enter our drinking water system through cross-connections.

A potentially hazardous cross-connection occurs every time someone uses a garden hose sprayer to apply insecticides or herbicides to their lawn. Another cross-connection occurs when someone uses their garden hose to clear a stoppage in their sewer line.

Without a backflow prevention device between your hose and hose bibb (spigot or outside faucet), the contents of the hose and anything it is connected to can backflow into the piping system and contaminate your drinking water.

Backflows due to cross-connections are serious plumbing problems. They can cause sickness and even death. However, they can be avoided by the use of proper protection devices. Each spigot at your home should have a hose-bibb vacuum breaker installed. This is a simple, inexpensive device which can be purchased at any plumbing or hardware store. Installation is as easy as attaching your garden hose to a spigot.



If you have a new meter, a customer service inspector should be contacting you soon. They will provide more information on cross-connection control and backflow prevention for your home or business.